

ESCROW AGREEMENT

ESCROW AGREEMENT entered into this 22 day of December 2009, among T. Patrick Kearney and Karen L. Minardi (herein "Surety"), Carmen M. Ortiz, in her official capacity as United States Attorney for the District of Massachusetts (herein "United States Attorney"), and Sarah A. Thornton, in her official capacity as Clerk of the United States District Court for the District of Massachusetts (herein "Escrow Agent").

WHEREAS the Surety is desirous of effecting the release of T. Patrick Kearney (herein "Defendant") in Criminal No. 08-40022-FDS, on the terms and conditions of bail set forth in an Order Setting Conditions of Release (herein "Bail Order") dated November 23, 2009, and entered by the Honorable Timothy S. Hillman, United States District Magistrate Judge, and has agreed to execute a personal bond in the amount of \$250,000 (two hundred and fifty thousand dollars) (herein "Personal Bond") to secure the Defendant's compliance with the terms and conditions of the Bail Order.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The Surety shall execute a quitclaim deed to the parcel of real property located at 11 Morgan Drive, North Grafton, MA in favor of the United States of America, and deliver said deed to the Escrow Agent to be held in escrow pursuant to the terms of this Agreement.
2. The Surety further agrees to execute any additional documents and take any action necessary to effectuate the transfer of said parcel of real property and facilitate the sale of such property in the event that the Defendant is in default of the terms and conditions of the Bail Order or Personal Bond.
3. The Escrow Agent shall hold the quitclaim deed in escrow under the following terms and conditions:
 - a. In the event that the Defendant fails to appear as required at all proceedings in Criminal No. 08-40022-FDS or otherwise violates any condition of bail, and Defendant is declared to be in default by a judicial officer of the United States District Court for the District of Massachusetts, then, upon order of the Court, and in lieu of or in addition to foreclosure proceedings on any mortgage granted by the Surety, the Escrow Agent shall tender the quitclaim deed to the United States Attorney, and he shall cause the same to be immediately recorded without notice to the Surety. Any requirement that foreclosure proceedings be commenced upon any mortgage granted by the Surety in connection with Criminal No. 08-40022-FDS is expressly waived by the Surety.

- b. This Agreement shall terminate upon the final disposition of Criminal No. 08-40022-FDS and written discharge of the bond provided to the Surety by the United States of America. Upon such termination, and upon order of the Court, the Escrow Agent shall deliver the quitclaim deed to the Surety.
4. The validity and construction of this Agreement shall be governed by the law of the Commonwealth of Massachusetts.
5. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and personal representatives.

IN WITNESS WHEREOF, the parties here have caused this Agreement to be executed as of the date first written above.

ESCROW AGENT:

SARAH A. THORNTON,
CLERK OF COURT

By: [Signature]
Deputy Clerk

CARMEN M. ORTIZ,
UNITED STATES ATTORNEY

By: [Signature]
Asst. U.S. Attorney

SURETIES:

[Signature]
T. Patrick Kearney

[Signature]
Karen L. Minardi

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS

On this 22 day of December, 2009, before me, the undersigned notary public, personally appeared T. Patrick Kearney and Karen L. Minardi, proved to me through satisfactory evidence of identification, which were MA drivers' licenses, to be the persons whose names are signed on the preceding or attached documents in my presence.

[Signature]
NOTARY PUBLIC

My Commission Expires: March 19, 2015



MICHAEL J. GIBSONS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 19, 2015